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Agreement

BETWEEN

Chicago, St. Louis & Pittsburgh Railroad Co.

Chicago & North Western Railway Co.

AND

Chicago & Great Western Railroad Co.

Dated November 2, 1885.

Relocation of Tracks, and Crossing at
Crenshaw Street, Chicago.

THIS AGREEMENT, made this second day of November, in the year eighteen hundred and eighty-five, between the Chicago, St. Louis & Pittsburgh Railroad Company, as first party, the Chicago & North Western Railway Company, as second party, and the Chicago & Great Western Railroad Company, as third party, Bears Witness :

WHEREAS, The tracks of the first and second parties intersect each other near the north or west line of Ogden avenue, in the city of Chicago, Illinois, and the third party has located its line of proposed railway across the tracks of the first and second parties near the intersection of said tracks as aforesaid ;

AND WHEREAS, Said last mentioned crossing, if made as contemplated, will be injurious to the first and second parties ;

AND WHEREAS, In consideration of such injury, the third party has consented and agreed to locate and construct its railroad across the tracks of the first and second parties on a different route from that originally proposed and as hereinafter particularly described ;

AND WHEREAS, At the request of the first party, the second party has agreed with said first party upon a re-location of the tracks of the first and second parties so as to remove the point of intersection to a point near Crenshaw street. The maps hereto attached marked "Exhibit A" and "Exhibit B" are made a part hereof. Said "Exhibit A" shows the tracks of the parties hereto as heretofore located and said "Exhibit B" shows said tracks as re-located in accordance with the terms of this agreement, said tracks being severally designated thereon by the initial letters of the names of the parties hereto, and by

the following colors: First party's, blue; second party's, red, and third party's, yellow. Said map, "Exhibit B," further shows the land to be exchanged between said first and second parties, as hereinafter stated.

Now THEREFORE it is agreed between the parties as follows:

The first and second parties will make with one another such exchanges of real estate as are indicated on the said map, "Exhibit B," and each will convey to the other by deed in fee simple, but without covenants, expressed or implied, the land so to be exchanged by them, as aforesaid, in accordance with the said map, and with the schedule of valuations heretofore agreed upon between the Chief Engineer of the first party and the Land Commissioner of the second party. That is to say, the first party will convey to the second party the two (2) several strips of land designated by the green color, on said map, and further by the letters placed at the corners thereof on said map, as follows: "A," "B," "C," "D," "E," and by the letters "F," "G," "H" and "I." And the second party will so convey to the first party the two (2) several tracts designated on said map by the brown color, and further by the letters placed at the corners thereof, as follows: "J," "K," "L," "M," "N," and by the letters "O," "P," "Q" and "R."

When such exchange of real estate and re-location of tracks shall have been made by the first and second parties, said first and second parties in consideration of the payments to be made and covenants hereinafter agreed to be kept and performed by the third party, shall grant, and do grant to the third party the right to construct and maintain the railroad of the third party for a single or double track across the rights of way and tracks of the first and second parties near Crenshaw street, a short distance north of the proposed intersection of the tracks of the first and second parties, and also a connecting track between the first and third parties' tracks, all as shown on the said map, "Exhibit B."

The first party agrees that it will pay, or cause to be paid, to the second party the difference in value due to the second party in the exchange of lands to be made as aforesaid,

and as such values have been agreed to and are set forth in the schedule above referred to.

The third party will pay to the first party the sum which may be fixed and determined between them before the execution of this agreement, as the difference in value due to said first party, arising out of the exchange of property between the first and second parties, between the lot designated by the letters "O," "P," "Q" and "R" and Fillmore street.

And the third party further agrees to pay to the second party for the value of the land of the second party taken or damaged by its proposed railroad, at the place of crossing provided for, the sum which has been agreed upon between said second and third parties.

The third party also agrees that it will assume and pay all the expense incident to putting in all the new crossings at or near Crenshaw street, and will also refund to the first and second parties all the expense for labor or new material which either of said parties may incur in readjusting the tracks between West Twelfth street and Fillmore street.

And the first party agrees that it will assume and pay to the second party all other cost or expense, for labor or material, incurred by the said second party in the other readjustment of tracks made necessary by this agreement, it being understood that either first or third parties shall pay to the party of the second part all expense, whether for labor or material, incurred by it in and about the entire readjustment of tracks according to the terms of this agreement.

The third party also agrees that it will, at its own expense, construct the target and watchman's house and all other structures, fixtures and equipments at such crossings of the tracks of the first and second parties by the tracks of the third party at Crenshaw street: the plan of the same to be subject to the approval of the first and second parties and in all respects suitable to the place and equal to similar structures maintained by railroad companies of the first class in similar situations.

And said third party further agrees that it will at its sole cost and charge forever maintain and keep in good repair and

renew from time to time, when necessary, all the crossing frogs (except the frogs for the crossings of the tracks of the first and second parties), crossing signals, gates, targets and other fixtures provided for in this agreement, whether of existing tracks or of such as may be hereafter laid by first or second parties as hereinafter specified, all in such manner as shall be satisfactory to the first and second parties. And also at its own cost make additions and improvements thereto as the business of the parties shall require, or as may be necessary to secure safety in operating said railroads, or either of them, or to conform to the laws of the State and the ordinances of the city of Chicago.

In the event that it does not make all such repairs or renewals, when reasonably required so to do, the first and second parties, or either of them, may make the same, and the third party agrees that it will promptly pay to the party making the same the full cost thereof.

The third party also agrees that it will, at its own expense, maintain day and night watchmen at said crossings; and all rules and signals regulating the passage of trains over the same shall be in strict conformity with law, and such as may be reasonably required by first and second party, or either of them.

The third party further agrees that whenever and as often as the first and second parties, or either of them, shall require, it will discharge any watchman employed at said crossings, and provide another competent person in his stead. It will also pay all claims and demands against the first and second parties and indemnify and save harmless each of said parties, their successors or assigns, from all liability, costs or expense incident to or growing out of the construction or use of said last named crossings, or the movement of trains over the same, or either of them, that may arise in consequence of want of care of the third party, its agents or servants.

In all other respects, except as provided in this agreement, said crossings of the third party over the tracks of the first and second parties shall be used and governed in accordance with the law of the State in reference to this subject.

AND WHEREAS, doubts have arisen as to the rights of first and second parties to make absolute transfers of so much of their existing tracks as lie in Rockwell street.

NOW THEREFORE, said first and second parties in consideration of the use and enjoyment by each of the tracks of the other in said street, do hereby demise, lease and let unto the other in perpetuity the existing tracks of each now laid down in said Rockwell street, the same being first made to conform to the lines as relocated according to the terms hereof. And in the event that either of said parties shall be evicted from so much of said tracks as lie in said street then each of said parties may resume and repossess the land on which the tracks were laid prior to such relocation and lay its tracks down thereon, and in such event the entire expense of such change shall be borne and paid by first party, its successors and assigns.

And said first party further agrees that it will, at its sole cost and charge, forever maintain and keep in good repair, and renew from time to time, when necessary, the crossings of the tracks of first and second parties, in such manner as shall be satisfactory to second party.

It is understood and agreed between the parties hereto, that the said first and second parties, or either of them, shall have the right at any and all times hereafter to lay down, maintain and operate over the track or tracks of the third party herein authorized to be laid down, such other and further tracks as it or they may elect to lay down, and when it or they shall elect to lay down any such track or tracks, the said third party will upon notice of such election, provide the materials for and properly construct all the crossings with such additional tracks or tracks, according to such plans and specifications as the first or second party may prescribe, and if it fail so to do within a reasonable time after receiving such notice, the first or second party may construct such crossings, and the third party agrees that it will promptly pay to the party constructing the same the full cost of such crossings and of the construction thereof.

If at any time a difference of opinion between any two of

said parties shall arise in respect to the rights and duties of either of the parties under this Indenture, the question in dispute shall be referred to a Board of Arbitrators, consisting of three competent, disinterested parties, one to be chosen by each of the parties to such controversy, and the two so chosen to choose a third.

The party desiring such arbitration shall give written notice of the same to the other party, setting forth therein definitely the points in dispute and naming the person selected by such party to act as arbitrator. If the party on whom such notice is served shall for ten days thereafter neglect to name a person to act as such arbitrator, then the party giving such notice shall name such second arbitrator, and the two so chosen shall choose a third. The Board of Arbitrators so chosen shall immediately proceed to hear and determine all matters submitted to them, after giving to each of the parties to the matter in controversy not less than five days notice of the time and place of meeting, and at the time and place appointed shall proceed summarily to hear and dispose of the matter in dispute, unless in their judgment the hearing should be postponed to a later day, or days, of which adjourned meeting like notice shall be given, unless such notice is waived by both parties, in which case the hearing may proceed at an earlier date. The determination of all the arbitrators so chosen, as to any matter so submitted to them, shall be absolutely final and conclusive upon the parties hereto, and said parties shall abide by such decision and perform the conditions thereof as if the same were made a part of this Indenture. If the matter in dispute shall involve all three of the parties hereto, each party shall chose one arbitrator, and the three so chosen shall choose two more, and such Board of Arbitrators shall proceed, and their award have effect as above provided.

The grants, covenants and stipulations hereof shall run with the land and extend to and be binding upon the respective successors and assigns of the parties hereto, whether so herein expressed or not.

IN TESTIMONY WHEREOF, The parties have caused this agreement to be executed in triplicate as of the day and year hereinbefore first written.

Chicago, St. Louis & Pittsburgh Railroad Company, by

{ Seal
C, St. L. &
P. R. R. Co. }

J. N. McCULLOUGH.

Attest :

First Vice President.

S. B. LIGGETT,

Secretary.

Chicago & North Western Railway Company, by

{ Seal
C. & N. W.
Ry. Co. }

ALBERT KEEP,

Attest :

President.

J. B. REDFIELD,

Assistant Secretary.

Chicago & Great Western Railroad Company, by

{ Seal
C. & G. W.
R. R. Co. }

CHARLES L. COLBY,

Attest :

President.

HOWARD MORRIS,

Assistant Secretary.

